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REPUBLIC OF NAMIBIA  
OHANGWENA REGIONAL COUNCIL  
Procurement Management Unit

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TEL. 065 264300  
FAX: 065 263033  
Enq: *F Nalungu*

Private Bag 88011  
Eenhana

24 January 2025

# Restricted bidding

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SUPPLY AND DELIVER FIRE FIGHTING UNIFORMS TO  
OHANGWENA REGIONAL COUNCIL

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**Procurement Reference No: G/RB/OHRC17-06/2024/2025**





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24 January 2025

**Letter of Invitation**

**TO:** *(Insert bidder's name)*.....

.....  
 .....

Procurement Ref. No. *G/RB/OHRC17-06/2024/2025*

Dear Sir/Madam

**SUBJECT:** SUPPLY AND DELIVER FIRE FIGHTING UNIFORMS TO OHANGWENA REGIONAL COUNCIL

The **Ohangwena Regional Council** invites you to submit a sealed quotation as per the specifications described in detail hereunder. Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any administrative, should be addressed to F. Nalungu at Ohangwena Regional Council. Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,

*[Handwritten signature]*  
 ..... 2025-01-24

**Fillipus Shimhanda**  
**HEAD OF PROCUREMENT MANAGEMENT UNIT**



## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Public Entity

The Ohangwena Regional Council reserves the right:

- (a) to accept or reject any quotation; or
- (b) to cancel the quotation process and reject all quotations at any time prior to contract award.

### 2. Preparation of Quotations

You are requested to quote for the services mentioned in Section III by completing, signing and returning:

- (a) The Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (b) The Priced Activity Schedule in Section IV;
- (c) The Specifications and Performance Standards Compliance Sheet in Section V; and;
- (d) Any other attachment as deemed appropriate.

**You are advised to carefully read the complete Request for Quotations document, including the Special Conditions of Contract in Section VII, before preparing your quotation.**

### 3. Validity of Quotations

The quotation validity period shall be **60 days** from the date of bid submission deadline.

### 4. Eligibility Criteria

To be eligible to participate in this exercise you should have:

- (a) a valid certificate of good standing with the Receiver of Revenue;
- (b) a valid certificate of good standing with the Social Security Commission or, in the case where a company has no employees, confirmation letter from the Social Security Commission;
- (c) As required by the Affirmative Action (Employment) Act, 1998 (Act No. 29 of 1998) -
  - (i) a valid affirmative action compliance certificate issued under section 41 of that Act;
  - (ii) an exemption issued under section 42 of that Act; or
  - (iii) a proof from the Employment Equity Commissioner that the bidder or supplier is not a relevant employer as defined in that Act;
- (d) a written undertaking as contemplated in section 138 (2) of the Labour Act, 2007 (Act No. 11 of 2007); and
- (e) **a valid:**
  - (i) certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia;
  - (ii) certificate of registration of a co-operative registered under the laws regulating co-operative in Namibia;
  - (iii) document serving as evidence of registration as a trust and the trust deed for a trust registered under the laws regulating trusts in Namibia; or

- (iv) partnership agreement in the case of a partnership, valid joint venture agreement in the case of a joint venture or a valid agreement in case of other similar arrangements,

**BUT** a bidder or supplier who is a sole proprietor only needs to comply with the provisions of paragraph (a) to (d).

#### **5. Bid Security/Bid Securing Declaration**

Bidders are required to *subscribe to a Bid Securing Declaration* for this procurement process. The Bidder shall furnish as part of its quotation, a Bid Security as per the format contained in Appendix to Quotation Letter of this document.

#### **6. Services Completion Period/ Delivery**

The completion period for services shall be **15 days after the acceptance of purchase Order and Claim Form** after acceptance/issue of Purchase Order. Deviation in completion period shall not be accepted/shall be considered if such deviation is reasonable

##### **Documents to be submitted**

Bidders shall submit along with their quotations documents giving company's profile, past experience and evidence of similar services provided together with customers reference details.

#### **7. Sealing and Marking of Quotations**

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the **Ohangwena Regional Council** with the **Bidder's name and contact information** at the back of the envelope.

#### **8. Submission of Quotations**

Sealed envelopes with quotations should be deposited in the Bid Box located at Ohangwena Regional Council, Church Street, Erf: 113, P/Bag 88011 Eenhana, **RECEPTION AREA**, not later than **31 January 2025 at 10:00**. Quotations by post or hand delivered should reach Ohangwena Regional Council P/Bag 88011 Eenhana, Church Street, Tel:065-264300, Fax:065-263033 by the same date and time at latest. Late quotations will be rejected. Quotations received by e-mail will not be considered.

#### **9. Opening of Quotations**

At a bid opening, by the Ohangwena Regional Council on **31 January 2025 at 10:30**, the name of the bidder, the total amount of each bid, any discount or alternative offered, the presence or absence of any bid security if required, and the documents referred to in section 50 (2), are read out and recorded, and a copy of the record is made available to any bidder on request and will be published on the Council website [[www.ohangwenarc.gov.na](http://www.ohangwenarc.gov.na)/ <https://egp2.gov.na/>].

#### **10. Evaluation of Quotations**

The Public Entity shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost to determine the lowest evaluated quotation.

#### **11. Scope of Services, Specifications and Performance Standards**

The Scope of Services and Performance Standards Compliance Sheet detailed in Sections III and V are to be complied with. Bidders may propose alternative for part of the scope substantiating that such alternatives will equally serve the interest of the Public Entity.

However evaluation will be carried out as per the defined scope. Alternatives will only be considered from bidders having submitted the lowest evaluated quotation as per the base requirements.

Bidders have to substantiate in what manner the deviation in set specifications and performance standards, if any, are not material deviation.

## **12. Prices and Currency of Payment**

Prices for the execution of services shall be fixed in Namibian Dollars as quoted. Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services, and shall include all duties. The whole cost of performing the services shall be included in the items stated, and the cost of any incidental services shall be deemed to be included in the prices quoted.

## **13. Margin of Preference N/A**

14.1. The applicable margins of preference and their application methodology are as follows:

*[To be inserted if applicable]*

14.2. Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of:

*[To be inserted if applicable]*

## **15. Award of Contract**

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the services shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract and General Conditions of Contract

## **16. Performance Security N/A**

The successful bidder shall upon acceptance of its offer submit a Performance Security as per the format contained in the Schedule for an amount of *[10 to 15 %]* of the contract price.

## **17. Notification of Award and Debriefing**

The Public Entity shall after award must promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award on its website within seven (7) days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within seven days (7) days of the unsuccessful bidders being informed of the award.

## SECTION II: QUOTATION LETTER

**(to be completed by Bidders)**

*[Complete this form with all the requested details and submit it as the first page of your quotation with the Priced Activity Schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of this RFQ prevail over any attachments. If your quotation is not authorised, it may be rejected.]*

Quotation Addressed to	
Procurement Reference Number:	

We offer to provide the services detailed in the Scope of Service, in accordance with the terms and conditions stated in your Request for Quotations referenced above.

We confirm that we are eligible to participate in this Quotation Exercise and meet the eligibility criteria specified in Section 1: Request for Quotations.

We undertake to abide ethical conduct during the procurement process and the execution of any resulting contract.

We have read and understood the content of the Bid Security/Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead *[forfeiture of the security amount / disqualification on the grounds mentioned in the BDS]*

The validity period of our Quotation is \_\_\_\_\_ days *[insert number of days]* from the date of the bid submission deadline.

We confirm that the prices quoted in the Priced Activity Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry date** of the quotation validity.

The services will commence within \_\_\_\_\_ *[to insert number]* days from date of issue of Purchase Order/ Letter of Acceptance.

The services will be completed within \_\_\_\_\_ *[to insert number]* days from date of issue of Purchase Order/ Letter of acceptance.

**Quotation Authorised by:**

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation:	Position:	Signature:	
Date		Phone No./Fax	

**BID SECURING DECLARATION**  
**(Section 45 of Act)**  
**(Regulation 37(1)(b) and 37(5))**

**Date:** .....

**Procurement Ref No.:** .....

**To:** .....

I/We\* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We\* accept that under section 45 of the Act, I/we\* may be suspended or disqualified in the event of

- (a) **a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;**
- (b) **refusal by a bidder to accept a correction of an error appearing on the face of a bid;**
- (c) **failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We\* be successful bidder; or**
- (d) **failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

I/We\* understand this bid securing declaration ceases to be valid if I am/We are\* not the successful Bidder

Signed:

.....  
*[insert signature of person whose name and capacity are shown]*

Capacity of:.....  
*[indicate legal capacity of person(s) signing the Bid Securing Declaration]*

Name:

.....  
*[insert complete name of person signing the Bid Securing Declaration]*

.....  
Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
*[insert date of signing]*

**Corporate Seal (where appropriate)**

[Note\*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]



**Republic Of Namibia**

**Ministry of Labour, Industrial Relations and Employment Creation**

**Written undertaking in terms of section 138 of the Labour Act, 2007 and section 50(2)(D) of the Public Procurement Act, 2015 as amended**

**1. EMPLOYERS DETAILS**

Company Trade Name:.....

Registration Number :.....

Vat Number: .....

Industry/Sector: .....

Place of Business:.....

Physical Address:.....

Tell No.: .....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....



**2. PROCUREMENT DETAILS**

Procurement Reference No.: .....

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

Location where work will be done, good/services will be delivered: .....

.....

**3. UNDERTAKING**

I .....[insert full name], owner/representative

of .....[insert full name of company]

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

**Signature:** .....

**Date:** .....

**Seal:**.....

*Please take note:*

- 1. A labour inspector may conduct unannounced inspections to assess the level of compliance*
- 2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.*

**SECTION III: SCOPE OF SERVICES**

**SECTION IV: PRICED ACTIVITY SCHEDULE  
Procurement Ref. No. G/RB/OHRC17-06/2024/2025**

*[Complete the unit and total prices for each item listed below in Namibian dollars. Authorize the prices quoted in the signature block below. The table shown hereunder may be re-designed and customized as per the type of services required].*

**Currency of Quotation:**

<b>Item No</b>	<b>Brief Description of Services</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>A*</b>	<b>B*</b>	<b>C*</b>	<b>D*</b>	<b>E</b>	<b>F</b>
1	Black Magnum Viper Boots Carbon Toe Cap size 8UK x1	2	Each		
2	Navy Combat shirt s/s sewed with attached logo on the left chest side, size medium	1	Each		
3	Navy Combat Trousers (navy blue Cargo men) Size 34	1	Each		
4	Military leather belt (4,7cm in width black genuine leather) Length refer to trouser size	1	Each		
5	Socks (wool thick military style navy blue boot high knee socks) Refer to shoe size	2	Pair		
6	Golf-Shirt (navy blue 100% cotton) sewed with attached logo on the left chest side, Size Medium	1	Each		
7	T-Shirt (navy blue 100% cotton) sewed with attached logo on the left chest side, 10 Size Medium and 2 Large	12	Each		
8	Poly/cotton EMT Jumpsuits (heat resistant navy blue with silver reflectors) sewed with attached logo on the left chest side, Size Medium	1	Each		
9	Baseball Cap (navy blue) sewed with attached logo on the central forehead of cap and adjustable	6	Each		
<b>Subtotal</b>					
<b>VAT @</b>				<b>%</b>	
<b>Total</b>					

\* Columns A to D to be completed as applicable by Public Entity

**Priced Activity Schedule Authorised By:**

Name of signatory:		Signature:	
Position:		Date:	
Company Name :			

**SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARD COMPLIANCE SHEET**

*[Public Entity shall customise this section and the table hereunder where the Service Providers have to achieve set specification and performance standards.]*

**Procurement Reference Number: G/RB / OHRC17- 06/2024/2025**

*[Bidders should complete columns C and D with the specifications of the services offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.]*

<b>Item No</b>	<b>Specifications and Performance Required</b>	<b>Compliance of Specifications and Performance Offered</b>	<b>Details of Non-Compliance/ Deviation (if applicable)</b>
<b>A*</b>	<b>B*</b>	<b>C</b>	<b>D</b>
	Black Magnum Viper Boots Carbon Toe Cap size 8UK x1		
	Navy Combat shirt s/s sewed with attached logo on the left chest side, size medium		
	Navy Combat Trouser navy blue Cargo men) Size 34		
	Military leather belt (4,7cm in width black genuine leather) Length refer to trouser size		
	Socks (wool thick military style navy blue boot high knee socks) Refer to shoe size		
	Golf-Shirt (navy blue 100% cotton) sewed with attached logo on the left chest side, Size Medium		
	T-Shirt (navy blue 100% cotton) sewed with attached logo on the left chest side, 10 Size Medium and 2 Large		
	Poly/cotton EMT Jumpsuits (heat resistant navy blue with silver reflectors) sewed with attached logo on the left chest side, Size Medium		
	Baseball Cap (navy blue) sewed with attached logo on the central forehead of cap and adjustable		

\* Columns A and B to be completed by Public Entity.

**Specifications and Performance Standard Compliance Sheet Authorised By:**

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company		

**SECTION VI: CONTRACT AGREEMENT**

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods except where modified by the Special Conditions below.

**SECTION VII: SPECIAL CONDITIONS OF CONTRACT**

**Procurement Ref. No. G/RB/OHRC17-06/2024/2025**

The clause numbers given in the first column correspond to the relevant clause number of the GCC.

Subject and GCC clause reference	Special Conditions
<b>Purchaser</b> SCC 1.1(h)	The purchaser is: <b>Ohangwena Regional Council</b>
<b>Site</b> SCC 1.1(m)	The Site/final destination for delivery of the Goods is: <b>Ohangwena Regional Council</b>
<b>Incoterms Edition</b> SCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2020. The seller bears all costs and risks until the goods' arrival at the named place of destination as indicated in SCC 1.1(m) (DAP and/or DDP)
<b>Notices</b> SCC 8.1	Any notice shall be sent to the following addresses: <b>Mr Phillipus H Shilongo</b> <b>Ohangwena Regional Council</b> <b>Private Bags 88011, Eenhana</b> For the Supplier; The address shall be as given on the first page of the Purchase Order Claim Form: The address and contact name shall be: <b>(Fill in your details)</b> ..... ..... ..... .....

Subject and GCC clause reference	Special Conditions
<b>Disputes</b> <b>SCC 10.2</b>	<p>The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows:</p> <p>Disputes shall be subject to the procedures of the laws of Namibia. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute may be referred to the Review Panel and/or Procurement Policy Unit.</p>
<b>Delivery and Documents</b> <b>SCC 13.1</b>	<p>The Goods are to be delivered within 05 working (and/or less) days from the date of receiving Purchase Order and Claim Form.</p> <p>The documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> <li>(a) Signed and stamp delivery note;</li> <li>(b) Invoice</li> <li>(c) Purchase Order and Claim Form</li> </ul>
<b>Price Adjustment</b> <b>SCC 15.1</b>	<p>The price charge for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.</p> <p>Price quoted to by the Bidder shall be final. There Shall be no adjustment to any price after submitting of bid. Notwithstanding, change in law within the Republic of Namibia. Section 63 of the Public Procurement Act, 2015 (Act No. 15 of 2015) as amended may apply.</p>
<b>Terms of Payment</b> <b>SCC 16.1</b>	<p>The structure of payments shall be: full payment following delivery of all items and/or materials by the Contractor, upon submission of an invoice and the documents listed in clause 13.1</p>
<b>Terms of Payment</b> <b>SCC 16.3</b>	<p>Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser and/or due to the availability of funds</p>
<b>Terms of Payment</b> <b>SCC 16.4 (a)</b>	<p>The price shall not be adjustable to the fluctuation in the rate of exchange. As such payment shall be made fixed to the Namibian Dollar.</p>
<b>Payment Period</b> <b>SCC 16.5</b>	<p>The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:</p> <p><b>On Acceptance:</b> The Contract Price of goods received shall be paid no later than thirty (30) days and/or on the availability of funds, of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p>
<b>Discharge of Performance Security</b> <b>SCC 18.4</b>	<p>The performance security will be discharged and returned to the supplier not later than <i>[None]</i> following completion date.</p> <p><b>Not Applicable for this bid.</b></p>
<b>Insurance</b> <b>SCC 24.1</b>	<p>Where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation <b>Incoterms DAP and/or DDP shall govern. ( Incoterms 2020)</b></p>

Subject and GCC clause reference	Special Conditions
<b>Transportation SCC 25</b>	The Goods shall be delivered at <b>Ohangwena Regional Council</b>
<b>Location of Inspection and Tests SCC 26.2</b>	The inspections and tests shall be conducted at: <b>Ohangwena Regional Council</b>
<b>Liquidated Damages SCC 27.1</b>	Liquidated damages for the whole contract are 2% per week. The maximum amount of liquidated damages for the whole contract is 10% of the final contract price. However, the Purchaser has rights to cancel and/or terminate the Contract, if the Contractor fails to deliver as prescribed herein.
<b>Warranty SCC 28.3</b>	The period of validity of the warranty on it shall be: 6 weeks For the purpose of the Warranty, the place(s) of the final destination(s) shall be: <b>Ohangwena Regional Council</b>
<b>Repair and Replacement SCC 28.5</b>	The period for repair or replacement shall be: 2 working and/or fewer day.

QUOTATION CHECKLIST SCHEDULE

Procurement Ref. No. G/RB/OHRC17-06/2024/2025

Description	Attached (please tick if submitted and cross if not)
Quotation Letter	
List of goods and Priced Schedule	
Specification and Compliance Sheet	
Bid Security/Bid securing declaration	
Evidence for conformity of goods	

***Disclaimer:** The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.*